



Engineering Services Committee
Meeting

Commission Chamber- 6/10/2013- 1:00 PM

ENGINEERING SERVICES

1. Motion to approve the maintenance agreement with the Georgia Department of Transportation for the installation of a mural on the Wrightsboro Rd. Side of the 15th Street Rosa T. Beard Memorial Bridge. ☐ Attachments
2. Approve CPB #323-041110-296823603, Supplemental Agreement Number Four, and Change Number Six with Hussey, Gay, Bell and DeYoung, Inc. in the amount of \$41,000.00 to survey, design and construct a 16 inch water main for the Marvin Griffin Road Improvements Project, as requested by the Engineering Department (AED) & the Utilities Department (AUD). Funds are available in the Augusta Utilities Project account. ☐ Attachments
3. Motion to approve the minutes of the Engineering Services Committee held on May 28, 2013. ☐ Attachments
4. Notification of the award of a contract with Quality Storm Water Solutions for services associated with construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of \$587,688.53, Bid item #13-116. ☐ Attachments
5. Presentation by Rev. Melvin Ivey regarding who determines what lots are being cut in the grass cutting process. ☐ Attachments
6. Discuss the possible contamination and delinquent taxes of the Southern Milling Company property located at 1015 Twiggs Street. (Requested by Commissioner Williams) (Referred from May 28 Engineering Services Committee) ☐ Attachments
7. Update/status report from the Director of Engineering Department regarding the Wilkerson Garden Drainage Project. ☐ Attachments

(Requested by Commissioner Marion Williams) (Referred from June 4 Commission meeting)

8. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section III. ☐ Attachments

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**Engineering Services Committee Meeting
6/10/2013 1:00 PM**

Approval of request for maintenance and operating agreement of 15th Street bridge mural

Department:	Planning and Development
Caption:	Motion to approve the maintenance agreement with the Georgia Department of Transportation for the installation of a mural on the Wrightsboro Rd. Side of the 15th Street Rosa T. Beard Memorial Bridge.
Background:	As part of the visioning process of the Augusta Sustainable Development Implementation Program as funded by the DOT Tiger II/ HUD Community Challenge Grant, a mural was designed through public input at multiple public meetings. The mural design and request was sent to the Georgia Department of Transportation, the Federal Department of Transportation, and the Federal Department of Housing and Urban Development. The mural design has been shown at all of the projects public meetings since its creation (8) and was approved by all.
Analysis:	The mural is to be executed by David, Lucy, and Jace McTier who are professional artists. They took input and design features from the community members at the public meetings and created the mural design. The paint they will be using is a special blend from Sherwin Williams that has specialized pigments that allow for much greater longevity. Also, they will apply a special coating that protects the mural from any potential graffiti by allowing the mural to be pressure washed without negatively impacting the work of art. The mural is a wonderful way to beautify the area while paying tribute to the community's past and its hopeful future.
Financial Impact:	There will be no City of Augusta funds required. All mural installation costs are funded through the DOT Tiger II/ HUD Community Challenge Grant.
Alternatives:	Approve or deny
Recommendation:	Approve maintenance agreement with Georgia Department of Transportation.

Cover Memo

Item # 1

**Funds are Available
in the Following 220-01-6313
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Rev: May 21, 2010

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

APPLICANT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter alternately referred to as “**DEPARTMENT**” or “**LICENSOR**”, and the **APPLICANT** hereinafter referred to as “**LICENSEE**”.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to perform certain services relating to mowing and maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit ‘A’ – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit ‘A’ is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit ‘A’. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV

ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI

INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self-insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self-insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and effect during the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI

EXHIBIT A: MAINTENANCE WORK PLAN/LANDSCAPE MAINTENANCE AGREEMENT

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Installed Non-standard Fencing/Site Furnishings/Murals/Signs/Walls

- Repair and/or replace damaged components.
- Replace or install a temporary construction work fence immediately if the damage involves a safety issue.
- LICENSEE is responsible for all maintenance of non-standard fencing/site furnishings/murals/signs
- Artwork on the mural cannot be copyrighted

NOTE: All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Angela M. Whitworth
Treasurer

LICENSEE:

(Title)

Sworn to before me this

_____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

EXHIBIT 'A'

(Attach the Application and Permit for Special Encroachment with approved drawings **or** the final working drawings for a Department-approved construction)



**Engineering Services Committee Meeting
6/10/2013 1:00 PM
Marvin Griffin Road Improvements Project SA #4, and Change #6**

Department: Abie Ladson, PE Director

Caption: Approve CPB #323-041110-296823603, Supplemental Agreement Number Four, and Change Number Six with Hussey, Gay, Bell and DeYoung, Inc. in the amount of \$41,000.00 to survey, design and construct a 16 inch water main for the Marvin Griffin Road Improvements Project, as requested by the Engineering Department (AED) & the Utilities Department (AUD). Funds are available in the Augusta Utilities Project account.

Background: The Marvin Griffin Road Improvements Project is an approved project and is under Phase I construction (utility relocations). AUD made an assessment and determined an existing 14 inch water main within the project limits, needs replacing. The attached supplemental cost proposal for additional design work was submitted by Hussey, Gay, Bell, and De Young, the Design Engineering Firm of record.

Analysis: Services covered under this supplemental agreement are needed to complete the water main design. A timely completion of this design is critical to maintaining the proposed construction Phase II schedule.

Financial Impact: Funds are available in the Augusta Utilities Account #507043410-5212115/80900030-5212115 upon Commission approval.

Alternatives: 1) Approve CPB #323-041110-296823603, Supplemental Agreement Number Four, and Change Number Six with Hussey, Gay, Bell and DeYoung, Inc. in the amount of \$41,000.00 to survey, design and construct a 16 inch water main for Marvin Griffin Road Improvements Project and the as requested by Engineering Department (AED) & the Utilities Department (AUD). Funds are available in the Augusta Utilities Project account. 2) Do not approve and identify an alternate plan to address identified needed improvement.

Recommendation: Approve Alternative Number One

**Funds are Available
in the Following
Accounts:** 507043410-5212115/80900030-5212115

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

Augusta-Richmond County, Georgia

CPB#323-041110-296823603

**CAPITAL PROJECT BUDGET
MARVIN GRIFFIN ROAD
(S.R. 56 to S.R. 56 Spur)
CHANGE NUMBER SIX**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: The project is authorized to CPB#323-041110-296823603. This project is for Supplemental Agreement Number Four for Hussey, Gay, Bell & DeYoung, Inc in the amount of \$41,000.00 to be funded from the Augusta Utilities. This agreement is for the design of a new 16" water main meeting the requirements of Augusta Utilities for the length of Marvin Griffin Road.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Phase II	\$ 2,091,400
Special 1% Sales Tax, Phase III	\$ 1,375,600
Augusta Utilities	\$ 36,230
Augusta Utilities	<u>\$ 41,000</u>
	<u>\$ 3,544,230</u>

Section 3: The following amounts are appropriated for the project:

By Basin		By District	
Rocky, Butler & Phinzy Swamp	\$ 3,544,230	1st & 2nd	\$ 3,544,230

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#323-041110-296823603

**CAPITAL PROJECT BUDGET
MARVIN GRIFFIN ROAD
(S.R. 56 to S.R. 56 Spur)
CHANGE NUMBER SIX**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB ADDITION</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE III			
323-041110-0000000-000000000	(\$1,375,600)		(\$1,375,600)
322-041110-0000000-000000000	(\$2,091,400)		(\$2,091,400)
507043410-5212115-80900030	(\$36,230)	(\$41,000)	(\$77,230)
TOTAL SOURCES:	(\$3,503,230)	(\$41,000)	(\$3,544,230)

USE OF FUNDS

ADVERTISING			
323-041110-5233119-296823603	\$2,000		\$2,000
ENGINEERING			
323-041110-5212115-296823603	\$150,000		\$150,000
RIGHT OF WAY			
323-041110-5411120-296823603	\$150,000		\$150,000
RAILROAD PERMIT			
323-041110-5414610-296823603	\$30,000		\$30,000
CONSTRUCTION			
323-041110-5414110-296823603	\$2,850,000		\$2,850,000
AUGUSTA UTILITIES	\$36,230	\$41,000	\$77,230
507043410-5212115-80900030			
OTHER FUNDING \$36,230			
CONTINGENCY			
323-041110-6011110-296823603	\$285,000		\$285,000
TOTAL USES:	\$3,503,230	\$41,000	\$3,544,230

Please do not process this document. Once approved by the Commission the original will be sent to the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

**ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Augusta Richmond County Project Number(s):	323-041110-296823603
Supplemental Agreement Number:	4
Purchase Order Number:	57943

WHEREAS, We, **Hussey, Gay, Bell & DeYoung International, Inc.**, Consultant, entered into a contract with Augusta-Richmond County on December 18, 2001, for engineering design services associated with the **Marvin Griffin Road Improvements**, Project No. 323-041110-296823603, File Reference No. 05-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Additional Engineering services needed for new 16" water main

It is agreed that as a result of the above modification the contract amount is increased by **\$41,000.00** from **\$208,740.00** to a new total of **\$249,740.00**.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Hussey, Gay, Bell & De Young International, Inc.**, Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Deke S. Copenhaver, Mayor

Approved: Date _____

ATTEST:

Title: _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Item # 2



HUSSEY, GAY, BELL & DEYOUNG, INC.
CONSULTING ENGINEERS

May 1, 2013

Ms. Tevia Davis
Design Engineer III
Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, Georgia 30901

RE: MARVIN GRIFFIN ROAD WIDENING AND RECONSTRUCTION
WATER AND SEWER RELOCATIONS
REQUEST FOR SUPPLEMENTAL AGREEMENT

Dear Ms. Davis:

As noted in your e-mail of April 24, Augusta Utilities has decided to install a new 16" water main throughout the Marvin Griffin Road corridor in order to eliminate conflicts with the roadway improvements. This new line will be installed in lieu of the retention of the existing 14" main with horizontal and vertical offsets to avoid conflicts. Hussey, Gay, Bell & DeYoung received Supplemental Agreement 2 to our contract for the Marvin Griffin project in Augusta of 2009 to cover the costs of our design of the water and sewer relocations and adjustments. The design of a new 16" line for the length of the project is outside of the scope of work for the original agreement and is the basis for an adjustment in the fees.

Thus, Hussey, Gay, Bell & DeYoung is pleased to present this proposal to provide additional engineering services which would be covered by Supplemental Agreement 4 to the contract. The general scope of work is the design of a new 16" watermain meeting the requirements of Augusta Utilities for the length of Marvin Griffin Road. The specific scope of work is as follows:

1. Determine locations of existing facilities, including the lines relocated by private utilities during the current Phase 1 of the project.
2. Develop a route for the proposed 16" main which avoids conflicts with existing/proposed utilities and proposed roadway improvements. The route will be outside of the limits of existing/proposed pavement unless placement in such areas is unavoidable.

329 COMMERCIAL DRIVE (31406) • P.O. BOX 14247 • SAVANNAH, GEORGIA 31416-1247 • TELEPHONE 912.354.4626 • FACSIMILE 912.354.6754

625 Green Street, N.E.
Gainesville, GA 30501
Telephone: 770.535.1133
Facsimile: 770.535.1134

474 Wando Park Blvd., Suite 201 (29464)
P.O. Box 1771
Mt. Pleasant, SC 29465
Telephone: 843.849.7500
Facsimile: 843.849.7502

1219 Assembly Street (29201)
P.O. Box 7967
Columbia, SC 29202
Telephone: 803.799.0444
Facsimile: 803.799.1499

Ms. Tevia Davis
May 1, 2013
Page No. 2

3. Prepare a profile for the 16" watermain showing top of pipe elevation and shifts to avoid storm drains and other conflicts. Vertical shifts will be accomplished gradually, not through the use of 45° or 90° bends at conflict points.
4. Design line locations, both horizontally and vertically, so that new line can be installed, cleaned and tested with existing supply main laterals remaining in service except for brief periods of outage to switch over the connections.
5. Incorporate existing and proposed water lines at the intersection of Mike Padgett Highway and Marvin Griffin Road based on files provided by Augusta Utilities.
6. Submit water main plans and profiles to Augusta Utilities for review and comment.
7. Revise plans and profiles in response to comments from Augusta Utilities.
8. Prepare narratives and details showing how connections to the existing mains and service lines will be completed.
9. Submit pre-final relocation plans to Augusta Utilities for review and comment.
10. Meet with Augusta Utilities to go over comments and incorporate comments into final utility relocation plans.
11. Complete final relocation plans and documents.
12. Submit final relocation plans and documents to Augusta Utilities.
13. Provide a list of quantities associated with the relocations and a cost estimate for same with the preliminary and final submittals.
14. When construction is complete, prepare record drawings of the improvements. These will be based on information provided by the contractor and/or Augusta Utilities.

We propose to complete these efforts for the lump sum fee of \$41,000.00. We understand that this amount, if approved, will be added to our contract with engineering, and a formal Supplemental Agreement issued. We propose to complete the work in accordance with the attached project schedule.

Ms. Tevia Davis
May 1, 2013
Page No. 3

The fees would be invoiced in accordance with the following schedule:

<u>Event</u>	<u>Fee</u>
Submission of water main plans and profiles (Tasks 1-6)	\$14,750.00
Submission of pre-final plans and documents (Tasks 7-9)	\$14,750.00
Submission of final plans and documents (Tasks 10-12)	\$6,000.00
Submission of record drawings (Task 14)	\$5,500.00

We look forward to continuing our work with you on this project. If you have any questions or concerns, please contact me.

Sincerely,



BILL NICHOLSON

cg

cc: Gus Bell
Steve Wohlfeil

**PROJECT SCHEDULE
MARVIN GRIFFIN ROAD UTILITY RELOCATIONS
MAY 1, 2013**

TASK	DURATION	BEGIN DATE	END DATE
Notice to Proceed	1	May 15, 2013	May 15, 2013
Prepare Preliminary Plans and Profiles	21	May 16, 2013	June 5, 2013
Submit to Augusta Utilities	1	June 6, 2013	June 6, 2013
Review and Comment	14	June 7, 2013	June 20, 2013
Prepare Pre-final Relocation Plans and Documents	21	June 21, 2013	July 11, 2013
Submit to Augusta Utilities	1	July 12, 2013	July 12, 2013
Review and Comment	14	July 12, 2013	July 26, 2013
Prepare Final Relocation Plans and Documents	14	July 17, 2013	August 9, 2013
Submit Final Relocation Plans and Documents to Augusta Utilities	1	August 12, 2013	August 12, 2013



**Engineering Services Committee Meeting
6/10/2013 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on May 28, 2013.

Background:

Analysis:

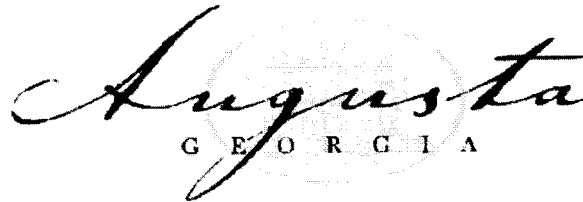
Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 5/28/2013

ATTENDANCE:

Present: Hons. Deke Copenhaver, Mayor; Fennoy, Vice Chairman; Johnson and Davis, members.

Absent: Hon. Jackson, Chairman.

ENGINEERING SERVICES

- | | |
|---|-------------------------------------|
| 1. Approve an updated resolution relating to Environmental Services as well as the associated policies affecting fees and exemptions. | Item
Action:
Approved |
|---|-------------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve tasking the Administrator to meet with Mr. Mark Johnson and both prime contractors regarding an accommodation of some of this item's issues of concern to both the community and the Commission and report back a recommendation to the Commission meeting on Tuesday. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

- | | |
|--|-------------------------------------|
| 2. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Duncan N. Johnson, as owner, and Augusta, Georgia, as optionee, in connection with the Augusta Signal and Lighting Upgrades (Walton Way) Project, 0.002 acre (100.76 sq. ft.) more or less in fee simple and N/A sq. ft. of permanent easement, more or less; and N/A sq. ft. of temporary construction easement, more or less, from property located at: 1122 Walton Way, private, at the purchase price of \$1,000.00. | Item
Action:
Approved |
|--|-------------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

3. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Janice R. Koss, as owner, and Augusta, Georgia, as optionee, in connection with the Marks Church Road Reconstruction Project, 0.048 acre (2,079.63 sq. ft.) in fee simple and N/A acre of permanent easement, more or less; and 3,178.41 sq. ft. of temporary construction easement, more or less, and One (1) temporary driveway easement(s) on Project Marks Church Road Reconstruction, from property located at: 3379 Wedgewood Drive, private, at the purchase price of \$4,795.00.
- Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

4. Motion to approve an Option for the purposes of acquiring a Right-of-Way between Equity Trust Company, Custodian FBO Beverly K. Mims, IRA as owner, and Augusta, Georgia, as optionee, in connection with the Windsor Spring Road Phase V Project, consisting of 0.172 acre (7,472.37 sq. ft.) in fee and 0.135 acre (5,892.28 sq. ft.) of permanent construction & maintenance easement, more or less. Also granted is (are) one (1) temporary driveway easement on Project Windsor Spring Road, Phase V, STP00-1105-00 (004) from property located at: 4626 Windsor Spring Road, private, at the purchase price of \$4,800.00.
- Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

5. Approve award of bid item #13-135, trash services for permanent sidewalk receptacles to Coleman Sanitation.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

6. Discuss the lawn care contract regarding the number of lots that have been cut, their locations and who makes the decision about which ones are cut. (Requested by Commissioner Fennoy)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

7. Update on the Master Plan for Augusta. (Requested by Commissioner Jackson) (Referred from May 13 Engineering Services Committee)

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

8. Motion to approve the minutes of the Engineering Services Committee held on May 13, 2013.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve	Motion to approve. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes
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9. Discuss the partial closing of Oak Street and Emmett Street. (Requested by Commissioner Fennoy) **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the abandonment of these streets on the campus of Paine College. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

10. Discuss the possible contamination and delinquent taxes of the Southern Milling Company property located at 1015 Twiggs Street. (Requested by Commissioner Williams) **Item Action: Rescheduled**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the next committee meeting. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Mary Davis	Passes

11. Update on the Stormwater Utility Implementation Program. (Referred from May 13 Engineering Services Committee) **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Mary Davis	Commissioner Corey Johnson	Passes

www.augustaga.gov



Engineering Services Committee Meeting

6/10/2013 1:00 PM

Notification of award for a construction contract to Quality Storm Water Solutions. for construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of \$587,688.53. Bid item #1

Department: Augusta Utilities Department

Caption: Notification of the award of a contract with Quality Storm Water Solutions for services associated with construction of the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 in the amount of \$587,688.53, Bid item #13-116.

Background: The objective of this project is to provide water and sewage connections on Fort Gordon. This project will consist of multiple connections various sizes and installation up to 2300 LF of sewer main and 2550 LF of water main. Some connections to the existing infrastructure will be upgraded and some connections will be for new infrastructures throughout the base.

Analysis: Quality Storm Water Solutions. submitted an acceptable bid package and was the lowest responsive bidder. The Utilities Department desires to inform commission of the award of this contract to construct the Fort Gordon New Water and Sewage Connections under the Task Order Program for Infrastructure RFQ #11-130 to Quality Storm Water Solutions.

Financial Impact: \$587,688.53, under account number 507043490-5425410 / 88886666-5425410

Alternatives: No alternatives due to the contract being awarded under the Task Order Program for Infrastructure RFQ #11-130

Recommendation: We are informing commission of the department's award of the contract with Quality Storm Water Solutions in the amount of \$587,688.53 for the construction of the Fort Gordon New Water and Sewage Connections Project under the Task Order Program for Infrastructure RFQ #11-130

**Funds are Available
in the Following
Accounts:**

\$587,688.53 from account 507043490-5425410 / 88886666-
5425410

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Invitation to Bid

Sealed bids will be received at this office on Tuesday, May 7, 2013 @ 3:00 p.m. for furnishing:

Bid Item 13-116 Fort Gordon New Water & Sewage Connections for Utilities Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from ARC Southern. The fees for the plans and specifications which are non-refundable is \$25.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through ARC Southern (706 724-7924) beginning Thursday, April 18, 2013. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre Bid Conference will be held on Thursday, April 25, 2013 @ 10:00 a.m. in the Procurement Department, 530 Greene Street, Room 605. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, April 26, 2013 @ 5:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.

No Bid may be withdrawn for a period of **60** days after time has been called on the date of opening. **A 10% Bid bond is required to be submitted along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GERI A. SAMS, Procurement Director

Bid Item #13-116
Fort Gordon New Water and Sewage Connections
for Augusta, Georgia - Utilities Department
Bid Due: Tuesday, May 7, 2013 @ 3:00 p.m.

VENDORS	Attachment B	E-Verify #	Bid Bond	SAVE Form	Lump Sum
Blair Construction, Inc. PO Box 770 Evans, GA 30809	Yes	224004	Yes	Yes	\$590,985.87
Quality Storm Water Solutions P.O. Box 1847 Evans, GA 30809	Yes	233338	Yes	Yes	\$587,688.53
Contract Management, Inc. 1827 Killingsworth Augusta, GA 30904					
Eagle Utility Contracting, Inc. 1350 Branch Road Bishop, GA 30627	Yes	206663	Yes	Yes	\$725,885.75

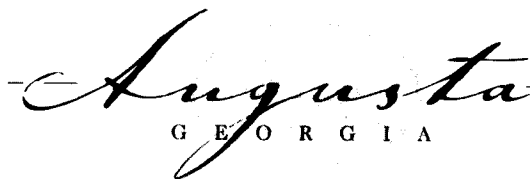
ORIGINAL

Mandatory Pre-Bid Conference
RFP Item #13-116
Fort Gordon New Water & Sewage Connections
For the City of Augusta - Utilities Department
Thursday, April 25, 2013 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Bob Hebrard	C.M.I.	1375 K. Hwy 100 Augusta, Ga 1350 Branch Rd. Bishop, GA.	706-667-9033 706-542-1637 706-667-9033 706-769-6015	706-667-9033 706-769-1638	Prime
2. Tony Highfield	Eagle Utility				P
3. Roy Mutimer	BLAIR	P.O. Box 770 EVANS GA 30809	706-868-1450	706-1855 808-1855	PRIME
4. Ineron Sapp	StormWater Solutions	P.O. Box 1847 EVANS, GA 30809	706-533-9450	706-210-8047	PRIME
5. Darrell White	Procurement		706-821-2423	706-821-2811	
6. Phyllis Johnson	Procurement		706-821-2888	706-821-2811	
7. Stanley Age	AUD		826-4788		
8.					
9.					
10.					
11.					
12.					

Item # 4



17 MAY '13 PM 4:26

UTILITIES DEPARTMENT**Tom Wiedmeier**
Director**Jerry Delaughter**
Assistant Director**MEMORANDUM**

TO: Geri A. Sams

FROM: Tom Wiedmeier *tdw*

DATE: May 15, 2013

SUBJECT: Bid Item #13-116 Fort Gordon New Water and Sewage Connections for Utilities Dept.
Bid Opening Date: May 7, 2013 @3:00pm

We have reviewed the bid tab sheet and submittals received for the above item. I recommended award of bid item #13-116 to the lowest responsive bidder: Quality Storm Water Solutions, LLC in the amount of \$587,688.53

Cc: Tom Wiedmeier, P.E. Director
Jerry Delaughter, P.E. Asst. Director
Deanna Davis P.E.

**ATTN: THERON SAPP
QUALITY STORM WATER SOLUTIONS
437 CAMBRIDGE CIRCLE
MARTINEZ GA 30907**

**ATTN: JAMES WILLIAMS
CONTRACT MANAGEMENT INC
1827 KILLINGSWORTH
AUGUSTA GA 30904**

**ATTN: TONY HIGHFIELD
EAGLE UTILITY
1350 BRANCH ROAD
BISHOP, GA 30627**

**ATTN: PATRICK DILLARD
BLAIR CONSTRUCTION
PO BOX 770
EVANS, GA 30809**

**Tom Wiedmeier
Augusta Utilities
Bay Street**

**Jerry Delaughter
Augusta Utilities
Bay Street**

**Stanley Aye
Augusta Utilities
Bay Street**

**Yvonne Gentry
Municipal Building
LSB – 3RD FLOOR**

**Bid Item 13-116 Fort Gordon New
Water & Sewage Connections
Faxed and Mailed 4/19/13**

**Bid Item #13-116
Fort Gordon New Water & Sewage
Connections
For Utilities Department
Bid Due: Tues 5/7/13 @ 3:00 p.m.**



**Engineering Services Committee Meeting
6/10/2013 1:00 PM
Rev. Melvin Ivey**

Department: Clerk of Commission

Caption: Presentation by Rev. Melvin Ivey regarding who determines what lots are being cut in the grass cutting process.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 5:00 p.m.

Committee meetings: Second and last Mondays of each month - 12:45 to 2:15 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/>	Commission	Date of Meeting	_____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	_____
<input checked="" type="checkbox"/>	Engineering Services Committee	Date of Meeting	<u>June 10, 2013</u>
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Rev. Melvin Ivey
 Address: 420 Country Lane Hephzibah Ga 30815
 Telephone Number: 706-1495-8876
 Fax Number: _____
 E-Mail Address: ivey916316@bellsouth.net

Caption/Topic of Discussion to be placed on the Agenda:

Gross cutting ~~process~~ process: Who ~~plans~~ plans what
lots are being cut?

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.



**Engineering Services Committee Meeting
6/10/2013 1:00 PM
Southern Milling Company**

Department: Clerk of Commission

Caption: Discuss the possible contamination and delinquent taxes of the Southern Milling Company property located at 1015 Twiggs Street. (Requested by Commissioner Williams) (Referred from May 28 Engineering Services Committee)

Background:

Analysis:

Financial Impact:

Alternatives:

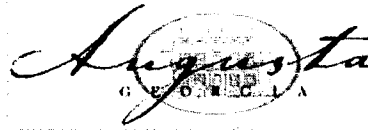
Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Augusta, GA - Property ReportParcel Number
047-3-365-01-0Site Address
1015 TWIGGS STCity State Zip
AUGUSTA, GA 30901**Owner Information**

Owner Name SOUTHERN MILLING CO INC
 Mailing Address 10 TEAL CT
 City State Zip NORTH AUGUSTA, SC 29841-3276



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Richmond County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the user.

Parcel Information

Legal Description	1015 TWIGGS ST	Tax District	07 Urban TAD 1
Property Type	COMMERCIAL	2012 Millage Rate	0.000000
Class (Not Zoning)	C4	Acres	2.56 Vacant No
Homestead Exemption	No S0	Tax Neighborhood	24C070 GORDON HWY
Water	No Water	Sewer	No Sewer
Electric	Electricity	Gas	Tank Gas
Topography	Rolling	Drainage	Good
Road Class	County	Parcel Road Access	Paved
Subdivision Name		Subdivision Block	
Subdivision Phase		Subdivision Lot	
Commission District	1 Super District 9	School District	1
Solid Waste Hauler	Advanced Days TU, FR	Solid Waste Fee	Contact (706) 592-3200
Solid waste service day (Effective June 1)		Street Sweeping Week	
Street Light Fee	Contact: (706) 821-1829		

Multi-Owners**2013 Tax Year Value Information**

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$32,040	\$3,000	\$0	\$35,040	\$35,040

Land Information

Value	Description	Calculation Method	Size
\$32,040	C070 -CGB8 -AC	Acre	2.67 Acres

Augusta, GA - Property Report

Parcel Number
047-3-365-01-0Site Address
1015 TWIGGS STCity State Zip
AUGUSTA, GA 30901

Commercial Improvements		Structure 1	
Description	Industrial Manufac/Light	Exterior Wall	Galvanized Metal
Value	\$1,000	Roof Cover	
Actual Year Built	1960	Interior Walls	Unfinished
Effective Year Built	1960	Ceiling Finish	
Square Feet	1,728	Floor Construct.	Reinforced Concrete
Wall Height	10	Floor Finish	Concrete
Wall Frames	Wood	Lighting	Standard F.F.
Heating	No Heat		



Commercial Improvements		Structure 2	
Description	Office	Exterior Wall	Brick Veneer
Value	\$1,000	Roof Cover	
Actual Year Built	1956	Interior Walls	Plaster
Effective Year Built	1956	Ceiling Finish	
Square Feet	1,221	Floor Construct.	Wood Joists & Subfloor
Wall Height	10	Floor Finish	Asphalt
Wall Frames	Wood	Lighting	Standard F.F.
Heating	Forced Hot Air		



Commercial Improvements		Structure 3	
Description	Industrial Manufac/Light	Exterior Wall	Brick Veneer
Value	\$1,000	Roof Cover	
Actual Year Built	1956	Interior Walls	Unfinished
Effective Year Built	1956	Ceiling Finish	
Square Feet	39,316	Floor Construct.	Reinforced Concrete
Wall Height	14	Floor Finish	Concrete
Wall Frames	Wood	Lighting	Standard F.F.
Heating	No Heat		



Sales Information

Sale Date	Deed Book	Plat Page	Price	Reason	Grantor	Grantee
12/01/1992	A1 2421		\$0	Non-Market	SOUTHERN MILLING CO	SOUTHERN MILLING CO
	26P 410		\$0	Non-Market		

Comments

MAILING ADDRESS CHANGE PER NCOA - 08/04/0909 F/C - SEE PERMIT MAILING ADDRESS CHANGE PER NCOA - 04/28/09 MAILING ADDRESS CHANGE PER NCOA - 08/18/08 MAILING ADDRESS CHANGE PER NCOA - 08/14/07 Updated mailing address per owner reply to DTSi letter; CSmith 05/24/2007. 10/18/06 - UPDATED MAILING ADDRESS PER RETURNED MAIL - S. TOLBERT. 05 COURT ORDER for demo PER MAGISTRATE COURT 984/918 9/16/05 L PARTAIN 05 CHANGED MAILING ADDRESS PER RETURNED MAIL AND REMAILED ASSESSMENT CHANGE NOTICE PKAYLOR 6/28/2005 05 CHANGED MAILING ADDRESS PER RETURNED MAIL AND REMAILED ASSESSMENT CHANGE NOTICE PKAYLOR 6/28/2005 05 LAND CHANGE DUE TO REVISE ACREAGE; NOTICE SENT 5/27/05 DUE TO COMMERCIAL IMPROVEMENTS M THOMAS 6-21-0505: REVISION PER RIGHT-OF-WAY DEED 946/275. 0.035AC TAKEN FOR R/W. E BRENES 4/8/0598 LAND VAL PER AGL CONTAM. MT 10/27/98; *ORIG PRICING @10,000/AC MT 10/27/98; F/C CHG CONDT TO AV AND LOWERED EFF YR 9-17-98 MM; 99 F/C ALL BLDG EFF YRS WERE LOWERED BASED ON CONDT 9-10-98 MM; 93RV & COMBINE PER PLAT 385/1864 LRL ZONING: B-2,R-1C

2012 Property Tax Statement

Steven B Kendrick
Richmond County Tax Commissioner
530 Greene St.
Room 117 Municipal Building
Augusta, Ga 30901

MAKE CHECK OR MONEY ORDER PAYABLE TO:
Richmond County Tax Commissioner

SOUTHERN MILLING CO INC
C/O J EDGAR MATHEWS
10 TEAL CT
NORTH AUGUSTA, SC 29841-3276

Bill No.	Due Date	* TOTAL DUE *
2012-666830	11/15/2012	28,641.92

Map : 047-3-365-01-0

Printed: 05/08/2013

Location: 1015 TWIGGS ST

BUSINESS/PERSONAL EXEMPTION CODES

SA - Covenanted agricultural property
SF - Freeport inventory exemption
SH - Rehabilitated historic property
SP - Personal property less than \$7,500
SV - Conservation use property
S6 - Amendment 65
S7 - Amendment 74
S8 - Both amendment 65 and amendment 74

BUSINESS ASSETS/INVENTORY PROPERTY TAXES
MUST BE PAID BEFORE A BUSINESS LICENSE CAN
BE RENEWED



RETURN THIS PORTION WITH PAYMENT

(1% interest per month will be added if not paid by due date)

8<

Steven B Kendrick
Richmond County Tax Commissioner
530 Greene St.
Room 117 Municipal Building
Augusta, Ga 30901



Tax Payer: SOUTHERN MILLING CO INC
Map Code: 047-3-365-01-0 REAL
Description: 1015 TWIGGS ST
Location: 1015 TWIGGS ST
Bill No: 2012-666830
District: 007 URBAN TAD 1

Phone: 706-821-2391 Fax: 706-821-2419

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Discount Date	Payment Good Through	Exemptions
3,000	32,040	2.6700	35,040	11/15/2012	09/14/2012	10/04/2012		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	35,040.00	14,016.00		14,016.00	.200	2.80		2.80
COUNTY CAPITAL OUTLAY	35,040.00	14,016.00		14,016.00	.785	11.00		11.00
COUNTY MAINT & OPERATION	35,040.00	14,016.00		14,016.00	14.093	197.53		113.32
COUNTY SALES TAX CREDIT				14,016.00	-6.008		-84.21	
SOLID WASTE COLLECTION	35,040.00	0.00		0.00	.000	115.50		115.50
SCHOOL MAINT & OPERATION	35,040.00	14,016.00		14,016.00	19.110	267.85		267.85
URBAN MAINT & OPERATION	35,040.00	14,016.00		14,016.00	17.679	247.79		112.49
URBAN SALES TAX CREDIT				14,016.00	-9.653		-135.30	
TOTALS					36.206	842.47	-219.51	622.96

Interest at the rate of 1% per month will be added if not paid by the due date.
10% late payment penalty will be added after due date or December 20 of the bill year whichever is later.

Due to the property tax relief passed by the Governor, the House of Representatives and the Georgia State Senate, the gradual reduction and elimination of the State property tax may result in a reduction of your tax bill this year.

Current Due	622.96
Discount	0.00
Penalty	62.30
Interest	37.38
Other Fees	97.00
Previous Payments	0.00
Back taxes	27,822.28
TOTAL DUE	28,641.92

Printed: 05/08/2013

Item # 6

Year-Bill No	Property Id	Current Owner Name	Property Address	Original Due	Paid Amt	Current Due	Current Owner Address
2012-566830	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	522.96	.00	819.64	
2011-966805	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	514.68	.00	818.85	
2010-566463	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	514.14	.00	881.75	
2009-766363	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	514.34	.00	955.65	
2008-565927	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	3,496.66	.00	5,756.71	
2007-565382	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	3,435.70	.00	6,069.03	
2006-964668	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	3,549.27	.00	6,623.44	C/O J EDGAR MATHEWS 125 W LYNNE DR
2005-563858	047-3-365-01-0	SOUTHERN MILLING CO INC	1015 TWIGGS ST	3,381.43	.00	6,716.85	C/O J EDGAR MATHEWS 6104 GRAY RL
				16,329.18	.00	28,641.92	



**Engineering Services Committee Meeting
6/10/2013 1:00 PM
Wilkerson Garden Drainage Project**

Department:

Caption: Update/status report from the Director of Engineering Department regarding the Wilkerson Garden Drainage Project. (Requested by Commissioner Marion Williams) (Referred from June 4 Commission meeting)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



**Engineering Services Committee Meeting
6/10/2013 1:00 PM
Willhaven Subdivision Phase III, Section 3**

Department:	Engineering Department-Abie L. Ladson, P.E., CPESC, Director
Caption:	Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section III.
Background:	The final plat for Willhaven Subdivision, Phase III, Section III, was approved by the Commission on January 15, 2013. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.
Analysis:	This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.
Financial Impact:	By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.
Alternatives:	1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section III. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** N/A

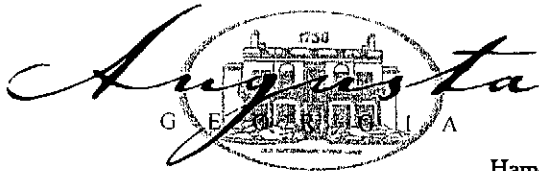
REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



ENGINEERING DEPARTMENT

Abie L. Ladson, PE, Director
Hameed Malik, P.E., PhD, Assistant Director

Plan & Review Section Manager
Richard A. Holliday, Lead Design Engineer

MEMORANDUM

To: George Patty
Director Planning and Zoning

From: Richard A. Holliday, Lead Design Engineer

Date: May 6, 2013

Subject: Certificate of Completion
Dedication of Willhaven Phase 3 Section 3
File reference: 2013 – 05 (A)

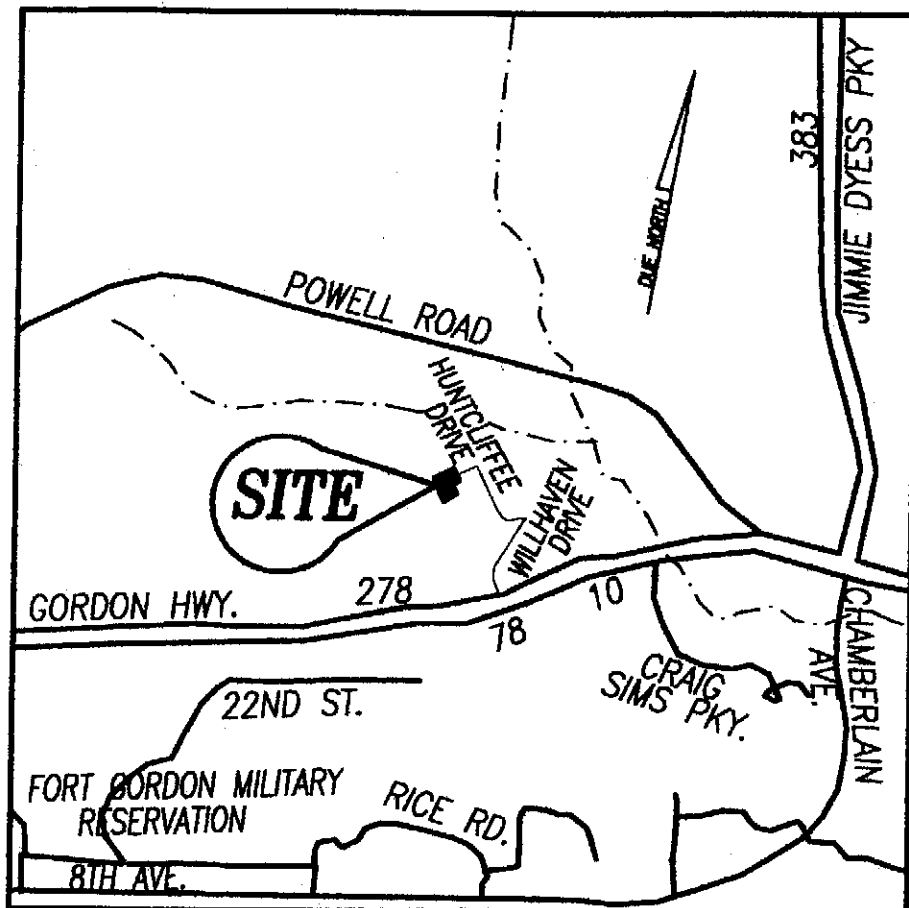
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Abie L. Ladson, P.E., CPESC, Director - Engineering Department
Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
Terri Turner, Planning & Zoning
File



LOCATION SKETCH NTS

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this ____ day of _____, ~~2012~~, by and between **BRENT WILLHAVEN, LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located and existing as shown and delineated on a plat of Willhaven, Phase III, Section 3 as prepared by John F. Brewer, GA RLS, of Brewer & Dudley, dated 10/14 /12, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet ____, Slide ____, Plat ____ and in Book 9, Pages 9-14 et seq; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "HUNTCLIFFE DRIVE - 60' R/W"; and "WAVERLY LANE - 60' R/W"; and on that certain plat of **Willhaven, Phase III, Section 3**, as prepared by John F. Brewer, GA RLS, Brewer & Dudley, dated 10/14/12, revised N/A, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet _____, Slide _____, Plat _____ and in **Book 9, Pages 9-14 et seq**; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads, easements and storm sewerage system, together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

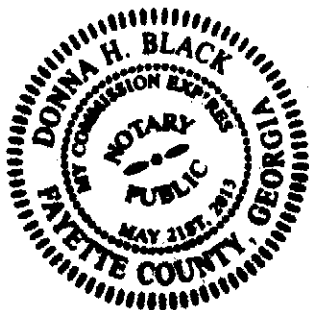
SIGNED, SEALED AND DELIVERED
in our presence:

Gregory Costale
Witness
Donna H. Black
Notary Public, Georgia

BRENT WILLHAVEN, LLC

By: *[Signature]* (Seal)

As its: Member



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest: _____
Its: Clerk of Commission
(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between Brent Willhaven, LLC, hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Willhaven Subdivision, Phase III, Section 3, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

(1) The City accepts the roads and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said deed for a period of eighteen months from the date herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are

necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

BRENT WILLHAVEN, LLC

BY: Brent Scarborough (L.S.)
Brent Scarborough

AS ITS: Managing Member

AUGUSTA, GEORGIA

As Its Mayor (L.S.)

Notary:

My Commission Expires

SUBDIVISION: WILLHAVEN, PHASE III
SECTION III

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Waverly Lane is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Waverly Lane a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Waverly Lane, is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at East R/W of Huntcliffe Dr.
Extending approx. 380' NE along Waverly Ln.

Also beginning 95' East of the R/W of Huntcliffe Dr.
Extending 195'± to and including cul-de-sac, for a total of 575'±

- (b) Length of road to nearest 1/100th mile:

0.11 mile

- (c) Width & type of road surface:

31' from back of curb to back of curb;
Type E asphalt

- (d) Right-of-Way:

60' foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: WILLHAVEN, PHASE III
SECTION III

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Huntcliffe Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Huntcliffe Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Huntcliffe Drive, is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at existing Huntcliffe Drive

Extending approx. 332' NW & N

(b) Length of road to nearest 1/100th mile:

0.06 mile

(c) Width & type of road surface:

31' from back of curb to back of curb;

Type E asphalt

(d) Right-of-Way:

60' foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 8

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
WILLHAVEN, PHASE III, SECTION 3

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, BRENT WILLHAVEN, LLC, a Georgia Limited Liability Company, hereinafter known as “**DEVELOPER**”, owns a tract of land in Richmond County, Georgia, known as Willhaven, Phase III, Section 3, in the building of a housing subdivision on said tract, has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

WHEREAS, it is the desire of **DEVELOPER**, to deed the water distribution system and the gravity sanitary sewer to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, a Final Plat, of the above stated subdivision, which were prepared by Brewer & Dudley, dated 10-14-2012, said plat being recorded in the Realty Records of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Plat Reel 9, Pages 9-14, and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, **AUGUSTA**, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, **DEVELOPER** has agreed that neither **AUGUSTA**, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture made this ____ day of _____, 2013 between **DEVELOPER** and **AUGUSTA**,

AUD 9/20/2011

W I T N E S S E T H:

That **DEVELOPER**, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by **AUGUSTA**, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by **AUGUSTA**, has and does by these presents, grant, bargain, sell and confirm unto **AUGUSTA**, its successors and assigns, the following, to-wit:

Exclusive 20 foot easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services.

DEVELOPER does further agrees that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

DEVELOPER also grants **AUGUSTA** the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the constructing, laying, relaying, replacing, installing, adding, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to

the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to **AUGUSTA**, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in
the presence of

Gregory Costas
Witness

Donna H. Black
Notary Public

State of *Georgia*

County of *Fayette*

My Commission Expires: *5.21.13*

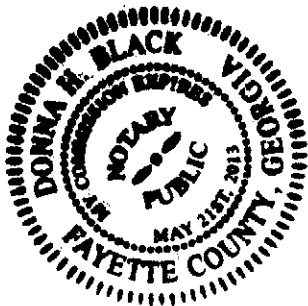
BRENT WILLHAVEN, LLC

By: *Brent Scarbrough*
Brent Scarbrough

As Its Member

By: *Robert F. Rolader*
Robert F. Rolader

As Its Manager



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

WILLHAVEN, PHASE III, SECTION 3
(Utility Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this _____ day of _____, 2013, by and between **BRENT WILLHAVEN, LLC**, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system for the subdivision known as **WILLHAVEN, PHASE III, SECTION 3**, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring the **DEVELOPER** to maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) **AUGUSTA** accepts the gravity sanitary sewer system and water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen months from the date of the **approval of this document by the Augusta-Richmond County Commission**.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date

of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then **AUGUSTA** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set her hand and seal and **AUGUSTA** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Signed, sealed and delivered, in the presence of:

BRENT WILLHAVEN, LLC

Peggy Costello
Witness

By:

Brent Scarbrough
As Its Member

Donna H. Black
Notary Public

State of Georgia

By:

Robert F. Rolader
As Its Manager

County of Fayette

My Commission Expires: 5-21-13

ACCEPTED BY:

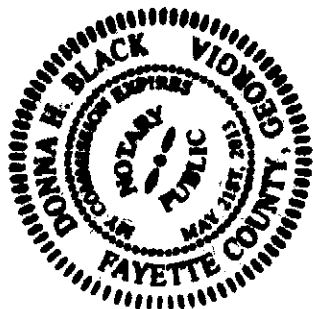
AUGUSTA, GEORGIA

By:

David S. Copenhaver
As its Mayor

Attest:

Clerk of Commission



(SEAL)